

**MEMORANDUM OF UNDERSTANDING**  
**Among**  
**Federation of Southern Cooperatives/ Land Assistance Fund**  
**And**  
**United States Department of Agriculture, Forest Service**  
**And**  
**Natural Resource Conservation Service**

This Memorandum of Understanding (MOU) is made and entered into by the Federation of Southern Cooperatives/Land Assistance Fund hereinafter referred to as FSC/LAF, USDA Forest Service hereinafter referred to as (FS) and Natural Resource Conservation Service hereinafter referred to as (NRCS).

**A. PURPOSE:**

The MOU establishes a national framework among the Federation, FS and NRCS to collaborate on work that will further provide assistance to rural low income forest landowners to manage their land. This national framework will guide planning and project implantation.

Through this MOU, the parties intend to increase awareness of public policies and programs available to assist low income rural forest landowners and Federation Cooperative members across the South.

FS, NRCS and the FSC/LAF will collaborate to increase participation of programs and services to rural underserved organizations, communities and individuals.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

FS, NRCS and the FSC/LAF all have mutual interests in working with limited resource, farmers, ranchers, and underserved communities. In working with limited resource, farmers, ranchers, and underserved communities, the FS, NRCS and the FSC/LAF will focus primarily in the South. FSC/LA, a non-profit 501 (c) (3) organization, uses technology transfer and other innovative tools in collaboration with States and national and regional groups to develop rural cooperatives, credit unions and provide technical assistance to rural residents. FS and NRCS have an array of programs and services that are delivered through State forestry agencies and conservation districts to help limited- resource, farmers, ranchers, and underserved communities care for their forest resources. The anticipated impact includes increasing the number of limited-resource, farmers, ranchers, and underserved communities participating in the programs and services, which will result in better stewardship of forest resources.

### C. USDA AGENCIES SHALL:

- FS shall provide FSC/LAF technical assistance and guidance on all relevant FS programs to limited- resource farmers, ranchers, and underserved communities;
- Help develop forestry and agro-forestry projects to demonstrate appropriate sustainable forestry and agro-forestry practices to limited-resource farmers, ranchers, and underserved communities;
- Involve FSC/LAF in developing multi-cultural outreach strategies for the southern region, State, and private forestry programs; and
- Use FSC/LAF's training center in Epes, Alabama, where feasible.
- NRCS shall provide the FSC/LAF with, and help deliver information on all relevant NRCS programs to limited-resource farmers, ranchers, and underserved communities;
- Help identify potential farmer-to-farmer exchanges, field day tours and sessions to help expose producers to successful practices that have been implemented by neighboring farms; and
- Help develop FSC/LAF's training center in Epes, Alabama, into a comprehensive training vehicle for NRCS programs.

### D. FSC/LAF SHALL:

- Share forestry-related information, publications, and success stories information with its membership. Include a summary of forestry accomplishments, including recognition of FS, NRCS, and the appropriate State forestry and conservation agencies and conservation districts in FSC/LAF annual reports. FSC/LAF will reserve the right to edit such information;
- Work with FS, NRCS, the State forestry and conservation agencies, and conservation districts to help identify limited-resource farmers, ranchers, and underserved communities;
- Work with FS and NRCS to follow the appropriate forest management policies, standards, and specifications when providing technical advice to FSC/LAF members and limited-resource farmers, ranchers, and underserved communities;
- Help promote USDA goals and objectives regarding forest management, protection and stewardship with their membership and limited-resource

farmers, ranchers, and underserved communities;

- Extend to NRCS and FS an invitation to attend regular and special meetings as a permanent advisor on matters related to forestry and conservation activities; and
- Where possible and appropriate, assist FS, NRCS, and the appropriate State forestry and conservation agencies in reviewing and evaluating forestry programs and practices, which have been implemented by members of FSC/LAF.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to FS and NRCS under this instrument is subject to FOIA (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument does not restrict FS, NRCS, or FSC/LAF in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU will become effective as of the last date of approval, and will continue in effect for a period of 3 years from the date of execution, but not to exceed 5 years, which is the maximum amount of time permitted. This MOU may be extended or amended upon written request of FS, NRCS, or FSC/LAF and the subsequent written concurrence of the other(s). FS, NRCS, or FSC/LAF may terminate this MOU with a 60-day written notice to the other(s).

Any agency may terminate or withdraw from this MOU at any time before the expiration date by providing a 30-day written notice to all other signatory Agencies and a copy to the NRCS grants and agreements office.

4. RESPONSIBILITIES OF PARTIES. FS, NRCS, FSC/LAF and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.



5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

*Forest Service Project Contact*

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*NRCS Project Contact*

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Natural Resources Conservation Service  
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*Forest Service Administrative Contact*

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*NRCS Administrative Contact*

Karen Minor  
Grants and Agreements Specialist  
Natural Resources Conservation Service  
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6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate FS, NRCS, or FSC/LAF to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of FS, NRCS, and FSC/LAF will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by the appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
7. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

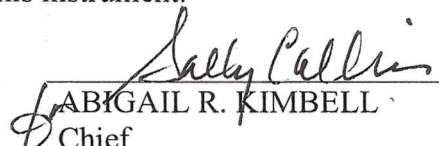
Furthermore, as a condition of this MOU, all signatory parties assure and certify that this MOU, and any agreements written pursuant to this MOU, will comply with the nondiscrimination provisions contained in Title VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscriminatory statutes. They also will be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subpart A.B.), which provides that no person in the United States shall, on the grounds of race, national origin, age, sex, religion, marital status, or disability be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under any program or

activity receiving Federal financial assistance from the U.S. Department of Agriculture, or any agency thereof. Regulation of the Secretary of the Interior (43 CFR 17) provides that no person in the United States shall, on the grounds of race, color, national origin, age, or disability be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of the Interior, or any agency thereof. This MOU and any agreements will be in accordance with such regulations.

8. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

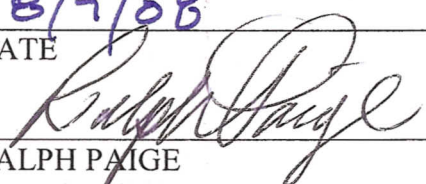
THE PARTIES HERETO have executed this instrument.

  
ARLEN L. LANCASTER  
Chief  
Natural Resources Conservation Service

  
ABIGAIL R. KIMBELL  
Chief  
Forest Service

8/7/08  
DATE

8/14/08  
DATE

  
RALPH PAIGE  
Executive director  
Federation of Southern Cooperatives/  
Land Assistance Fund

8/15/08  
DATE

The authority and format of this instrument has been reviewed and approved for signature.

  
FS Agreements Coordinator

8/13/08  
DATE